Application No.: 10/715,121

V. <u>REMARKS</u>

A. Status

Claims 1-10 were pending at the time of the Action. Claims 1-10 are currently active for examination.

The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference characters not mentioned in the description 63, 64, 65, 66 and 69, Fig. 18, 704, Fig. 23. Office Action at 2-3.

In the Office Action, the specification was objected to because the title of the invention is not descriptive. A new title is required that is clearly indicative of the invention. Office Action at 3.

Claims 1-6 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regarding as the invention. *Id. at 3-4*.

Claims 2-5 are rejected since they are dependent upon claim 1. Id.

Claims 1-2 and 6-10 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication No. 2004/0100633 A1 to Fearnley et al. ("Fearnley") in view of U.S. Patent Application Publication No. 2004/0133656 to Butterworth et al. ("Butterworth"). Office Action at 4-10.

In this response, the specification is amended such that the title is now descriptive.

Claims 1-6 are amended such that they are not indefinite. Finally, claims 1-3 and 5-10 are amended to overcome the obviousness rejections. Care has been taken to avoid introducing new matter.

Application No.: 10/715,121

B. Drawings Are Now Acceptable

The present drawings were objected to for failing to comply with 37 C.F.R. §1.84(p)(4). Office Action at 2-3. The specification has been amended such that the drawings now comply with the appropriate rules. Amdt. at 2.

C. Specification Is Now Acceptable

The title was objected to for not being descriptive. Office Action at 3. The title has been amended to correct the objection. Amdt. at 2.

D. Claims 1-6 Are Not Indefinite

Claims 1-6 were rejected under 35 U.S.C. §112, second paragraph Office Action at 3-4. Claims were amended to overcome the definiteness rejections. Amdt. at 6-10. Applicant respectfully requests that the rejections be withdrawn.

E. Claims Are Not Obvious

1. <u>Independent claims 1, 6-8, and 10 are not obvious over Fearnley in view of</u> Butterworth

Claims 1-2 and 6-10 were rejected as being obvious over Fearnley in view of Butterworth. Office Action at 6-8. The rejection is respectfully traversed for at least the following reasons.

In Fearnley, the entry point server provides the entry point in response to the request from the client. The entry point server changes the entry point (corresponding to URL) to be provided to the client depending on the contents of the request from the client.

In the independent claims, "a change of interface" means has been amended to read the change part of the WSDL file defining the interface of the server program. See, e.g., Amdt. at 6-11. This means, for example, the change of numbers of the arguments or the change of data

type. Hence, the meaning of "change part of the WSDL file defining an interface" is not taught by Fearnley.

The Examiner also indicated that Fearnley shows deciding a change portion and a changing scheme of said client program and replacing the client program on paragraph [0058].

Office Action at 5.

In Fearnley, the client system prepares the request message matching with the service provided the service provider. Fearnley at Abstract. It relates to a format and contents of the message sent to the service provider, but does not relate to the client program itself.

Fearnley mentions a WSDL document on paragraphs [0055] to [0058]. However, the WSDL document is sent from the entry point server to the client and specifies how a service is to be invoked. The client generates the request message according to the WSDL document. In the independent claims, the WSDL file defines the interface of the server program: "...a WSDL file defining an interface...." Amdt. at 6; see also, *Id. at 7-11*. Again, Fearnley does not teach this limitation.

Another example of Fearnley not teaching the limitations of the present claims is that Fearnley prepares the request message to be sent to the service provider as a normal procedure. In the server program of the present claims, changes to the corresponding portion of the client program are used to update the client program.

In Fearnley, the message (second information) sent from the client system to the intended Web service server is prepared using the WSDL document and the data dictionary in order to user a new service. (Claims 1 and 2, paragraphs [0057] and [0058]).

Fearnley relates to the message send from the client to the server and changes the message format and/or contents depending on the server program which provides the service to

the client. Such message change is performed as a normal procedure and performed regardless of any error detection.

Fearnley is for adapting to many services (many server programs) provided by many different servers. Fearnley is silent on the changing of the client program itself (the step of "replacing the client program"). The invention of the present claims are for adapting to the interface change of one server program and change (replace) the corresponding client program itself.

Neither does the other cited references teach what the Office Action alleges. In Butterworth, the agent shows to handle the error received from the server and to perform the special operation (paragraph [0067]). The example of the special operation is logging the error-caused message and the fault message. Butterworth is silent on changing the client program triggered by the error.

In the client/server system of the present claims, the server program in the server and the client program in the client work together as a pair. When the server program interface is changed, the corresponding client program portion should be changed. Such server program interface change is automatically detected and the client program is automatically updated:

"...replacing the client program being currently operated by said changed client program. Amdt. at 6. See also, *Id. at 7-11*.

In the client/server system, the point entry server provides for the client system the address information of the server which can provide the service the client requested. Usually, the client program and the server program work as a pair. If the client system would like to receive a new service from the server, the client system should prepare the client program

corresponding to the server program. In Fearnley, the client system can receive the new service without the need for such software preparation or prior knowledge.

Furthermore, in Butterworth, the agent resides between the client and the web service.

The agent examines or changes the content of messages, reroutes the messages, and/or controls the processing of messages.

As mentioned above, the present claims recite that the system automatically detects the change of the interface of the present invention, the client program is changed when the error caused by the interface change of the server program is detected, which is one of error handling process.

Thus, neither Fearnley nor Butterworth teach what the Office Action alleges and neither teach what the other doesn't. As such, the combination of Fearnley and Butterworth cannot render the independent claims obvious.

2. Dependent claims are not obvious

Dependent claims 3-5 were rejected as being obvious over Fearnley in view of Butterworth and further in view of Fremantle. Office Action at 8-10. However, dependent claims cannot be obvious if the independent claim from which they depend is not obvious. As discussed above, claim 1 is not obvious. Claims 3-5 depend from claim 1, therefore they also are not obvious.

VI. CONCLUSION

In conclusion, Applicant respectfully submits that the claims are now in condition for allowance.

Application No.: 10/715,121

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

McDERMOTT WILL & EMERY LLP

Please recognize our Customer No. 20277

David A. Spenard

Registration No. 37,449

as our correspondence address.

600 13th Street, N.W. Washington, DC 20005-3096 Phone: 202.756.8000 DAS:mjb

Facsimile: 202.756.8087 **Date: October 16, 2007**

WDC99 1474244-1.062807.0150